

WHEATLANDS METROPOLITAN DISTRICT
REGULAR MEETING

Wheatlands Clubhouse - 6601 S. Wheatlands Parkway, Aurora, Colorado

June 9, 2022, at 6:00 p.m.

www.wheatlandsmetro.org

Paulette Martin, President	Term to May 2023
Kathy Barela, Treasurer	Term to May 2025
Rodney DeWalt, Assistant Secretary	Term to May 2023
Sameer Bhatnagar, Assistant Treasurer	Term to May 2023
Brooke Holliman, Secretary	Term to May 2025

NOTICE OF REGULAR MEETING AND AGENDA

1. Call to Order
2. Declaration of Quorum/ Reaffirmation of Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes per person. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather it will refer the items for follow up.
5. Consent Agenda –The items listed below are a group of items to be approved with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda upon request of any Board member.
 - a. Approval of Minutes from May 12, 2022 and May 18, 2022 Regular Meeting
 - b. Approval/Ratification of Claims Paid in the amount of \$267,157.63
 - c. Approval of Amended and Restated Resolution of the Board Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges
 - d. Approval of Access and Maintenance Easement Agreement (Monument Parcel)
 - e. Approval of Water Use Agreement with Villas HOA Regarding Irrigation Water
6. Discussion with District Arborist - Tree Analysis Group (Bob Howey)
7. Covenant Enforcement/Design Review
 - a. Review Architectural Review and Covenant Enforcement Reports
8. Financial Matters
 - a. Review Unaudited Financial Statements for the period ended April 30th, 2022
 - b. Other Financial Matters
9. Landscape Maintenance
 - a. Review Landscape Maintenance Report and Status of Approved Work Orders
 - b. Review and Consider Approval of Work Orders/Proposals
 - c. Other Landscape Maintenance Matters
10. Legal Matters
 - a. Other Legal Matters

11. District Management
 - a. District Manager's Report
 - b. Review and Consider Approval of Work Orders/Proposals
 - c. YMCA May Membership
 - d. Other District Management Matters
12. Capital Projects
 - a. Wheatlands Park Phase II
 - b. WPRA Facility - Urban Soccer Fields
13. Director's Items
 - a. SARIA Update
 - b. Review and Discuss Board Emails Received
(board@wheatlandsmetro.org)
 - c. Other Director Items
14. Other Business
15. Adjourn

2022 Regular Meetings	Location
Second Thursday of each month @ 6:00 p.m.	Wheatlands Clubhouse, 6601 S. Wheatlands Parkway, Aurora, Colorado

MINUTES OF A REGULAR MEETING OF THE BOARD OF
DIRECTORS

OF

WHEATLANDS METROPOLITAN DISTRICT

Held: May 12, 2022 at 6:00 p.m., at the Wheatlands Clubhouse
6601 S. Wheatlands Parkway, Aurora, Colorado

Attendance

A regular meeting of the Board of Directors of Wheatlands Metropolitan District was called and held as shown above and in accordance with the applicable statutes of the State of Colorado. The following Directors, having confirmed their qualification to serve, were in attendance:

Kathy Barela
Paulette Martin
Sameer Bhatnagar
Jody Detmer
Brooke Holliman

Also present were Clint C. Waldron, Esq. and Erin Stutz, Esq. White Bear Ankele Tanaka & Waldron, District General Counsel; Rick Gonzales and James Schultz, Marchetti & Weaver, District Accountant; Sharon Suzle, AMI - Advanced Management, LLC; Isabell Rodau and Beau Nelson, YMCA, District Manager; and, Kevin Cox, Cox Landscaping.

Call to Order

It was noted that a quorum of the Board was present and the meeting was called to order.

Disclosure Matters

Mr. Waldron reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. Waldron inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

Agenda	The Board reviewed the agenda. Following discussion, upon motion duly made and seconded, the Board unanimously approved the agenda, as amended.
Consider Election of Officers	<p>The Board discussed the election of officers. Following discussion, upon motion duly made and seconded, the Board elected officers as follows:</p> <p>Director Paulette Martin – President Director Brooke Holliman – Secretary Director Kathy Barela – Treasurer Director Rodney DeWalt – Assistant Secretary Director Sameer Bhatnagar – Assistant Treasurer</p>
Public Comment	None.
Introductions of Board and Consultants	The Board and District consultants introduced themselves.
Consent Agenda	<p>The Board reviewed the items on the consent agenda. Mr. Waldron advised the Board that any item may be removed from the consent agenda to the regular agenda upon the request of any director. Director DeWalt asked for additional information regarding items b, d, and e. Upon a motion duly made and seconded, the following items on the consent agenda were unanimously approved, ratified and adopted:</p> <ul style="list-style-type: none"> a. Minutes from April 14, 2022 Regular Meeting c. 2022 Updated Clubhouse Rental Agreement <p>The Board discussed the items removed from the consent agenda. Following discussion, upon a motion duly made and seconded, the following items removed from the consent agenda were unanimously approved, ratified and adopted:</p> <ul style="list-style-type: none"> b. Claims Paid in the amount of \$43,709.92 d. Change Order No. 1 to Construction Contract with Richdell Construction, Inc. e. Stormwater Maintenance Agreement with the City of Aurora, acting by and through its Utility Enterprise (Tract F, Filing No. 4; Tract C, Filing No. 6; and Tract B, Filing No. 12)

Urban Soccer Fields

Mr. Nelson from the YMCA discussed the proposed Urban Soccer Fields turf fields at the recreation facility as part of phase II. The Board generally discussed the proposal. After discussion, the Board approved a committee of Director Barela and Director Holliman to bring back information to the Board. The Board will hold a special meeting next week via zoom to discuss the findings and consider moving forward.

Covenant Enforcement / Design Review

Review Architectural Review
and Covenant Enforcement
Reports

Ms. Suzle reviewed the architectural review and covenant enforcement reports with the Board. The Board discussed outstanding violations.

Discuss Updates to
Residential Improvement
Guidelines

Ms. Suzle noted the updated Residential Improvement Guidelines have been reviewed by Altitude Law, and they didn't have any additional comments. Following discussion, upon motion duly made and seconded, the Board approved the updated Residential Improvement Guidelines

Financial Matters

Review Unaudited Financial
Statements for the period
ended March 31, 2022

Mr. Gonzales reviewed the March 31, 2022 unaudited financial statements.

Other Financial Matters

The Board discussed adding a signer to the bank accounts. Following discussion, upon motion duly made and seconded, the Board approved Director DeWalt as a signer on the District bank accounts. Mr. Gonzales noted Mr. Schultz will be attending the meetings going forward and will be the primary contact for the District.

Landscape Maintenance

Review Landscape
Maintenance Report and
Status of Approved Work
Orders

Mr. Cox reviewed the landscape maintenance report, noting they are up to date on all services. He noted they are waiting on parts to install the 4G irrigation upgrade. He also noted they started working on the detention ponds. He stated the snow removal map is still being generated.

Review and Consider
Approval of Work
Orders/Proposals

The Board discussed the proposal from Cox for landscape maintenance at the Wheatlands Park and Recreation Facility. He noted the native areas are under warranty for three years.

Following discussion, upon a motion duly made and seconded, the Board approved the work proposal.

Other Landscape
Maintenance Matters

Mr. Cox discussed the water tap at the WPRA facility with the Board. Ms. Armitage is working on the tap with the City.

Tree Plan

Mr. Cox provided an update on the tree replacement plan and tree care plan. Mr. Howey had reached out to Mr. Cox to see if Mr. Cox could provide the tree spray this year. Mr. Cox noted that the sub-contractor is not able to provide the services as he is already booked. The Board discussed the division of labor between Mr. Cox and Mr. Howey. The Board would like Mr. Howey to include Ms. Rodau on all emails. Following discussion, upon a motion duly made and seconded, the Board authorized Mr. Rodau to authorize tree spraying after a conversation with Mr. Howey.

Legal Matters

Other Legal Matters

Mr. Waldron discussed Board training. Director DeWalt would like to participate in a Board meeting orientation.

District Manager's Report

Review and Consider
Approval of Work
Orders/Proposals

Ms. Rodau reviewed the district manager's report.

Submeter for Association
Water Usage Tracking – Cox
Estimate 1506

Mr. Cox reviewed the proposal for the sub-meter to track the water being used by the Villas at Wheatlands HOA. Following discussion, upon a motion duly made and seconded, the Board approved the estimate.

Consider Request for
Seasonal Permit for Park
Usage

Ms. Rodau reviewed the request for a seasonal permit for Camp Gladiator. Following discussion, upon motion duly made and seconded, the Board denied the request.

Discuss Safety and Loss
Grant Allocation

Ms. Rodau stated the Safety & Loss Grant has been submitted and approved.

Discuss Sponsorship Policy

Ms. Rodau discussed a potential sponsorship policy. The Board discussed and determined that a full sponsorship policy was not needed at this time. The Board requested Ms. Rodau work with legal counsel to draft a policy statement.

Aurora Y program Revenue
Breakdown

Ms. Rodau reviewed the revenue breakdown from YMCA programs offered at the WPRA facility.

Other District Management Matters	The Board engaged in a general discussion regarding a “Poster My Wall” subscription. Following discussion, upon a motion duly made and seconded, the Board approved a “Poster My Wall subscription.
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Capital Projects

Wheatlands Park Phase II –	The Board reviewed the email update from Ms. Dominguez. The Board also discussed the Park Committee and asked Mr. Detmer if he would like to remain on the committee. He stated he would like to stay on the committee. The committee will remain Director Holliman and Ms. Detmer.
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Director Items

SARIA	Deferred.
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WPRA Recreation Facility	Deferred.
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Review and Discuss Board Emails Received (board@wheatlandsmetro.org)	Deferred.
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Other Director Items	None.
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Other Business	It was noted that Director Barela will not be at the June Meeting.
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Adjourn	There being no further business to come before the Board, upon motion, second and unanimous vote, the meeting was adjourned.
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The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Secretary for the Meeting

The foregoing minutes were approved the 9th day of June, 2022.

MINUTES OF A SPECIAL MEETING OF THE BOARD OF
DIRECTORS

OF

WHEATLANDS METROPOLITAN DISTRICT

Held: May 18, 2022 at 6:00 p.m., via teleconference.

Attendance

A special meeting of the Board of Directors of Wheatlands Metropolitan District was called and held as shown above and in accordance with the applicable statutes of the State of Colorado. The following Directors, having confirmed their qualification to serve, were in attendance:

Kathy Barela
Paulette Martin
Sameer Bhatnagar
Jody Detmer
Brooke Holliman

Also present were Clint C. Waldron, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Rick Gonzales and James Schultz, Marchetti & Weaver, District Accountant; and Isabell Rodau and Beau Nelson, YMCA, District Manager.

Call to Order

It was noted that a quorum of the Board was present and the meeting was called to order.

Disclosure Matters

Mr. Waldron reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. Waldron inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

Agenda

The Board reviewed the agenda. Following discussion, upon motion duly made and seconded, the Board unanimously approved the agenda, as amended.

Public Comment

None.

Capital Projects

Discuss Urban Soccer Fields – Project Proposal for Turf Fields

Mr. Nelson reviewed a PowerPoint presentation about the proposed Urban Soccer Fields. A site visit is scheduled for May 27th for Urban Soccer Park to review the site. Director DeWalt asked about additional parking costs and other related costs. Mr. Nelson discussed the anticipated costs and potential revenue. The Board asked for a comparison cost for a standard turf field. The Board would like to discuss the project further once the site visit has occurred.

Ratify Authorization of Design Fee Reimbursement to YMCA

The Board discussed the reimbursement of \$1750.00 to the YMCA for one-half of the Urban Soccer Park design fee of \$3,500. Following discussion, upon motion duly made and seconded, the Board unanimously approved the reimbursement to the YMCA

Wheatlands Park Phase II –

The Board reviewed the email update from Ms. Dominguez. Ms. Rodau will look for a spot for the benches that were removed.

WPRA Recreation Facility

Director Barela provided an update on the bank's review of the loan. The bank is preparing a budget and is working with the authority on payment options. Ms. Rodau has been providing flyers to surrounding communities about the recreation facility.

Update on Water Tap

No update.

Confirm Appointments to Board

The Board discussed the confirmation of the District representative on the Wheatlands Park and Recreation Authority Board, due to the May director's election. Following discussion, upon motion duly made and seconded, the Board unanimously confirmed Director Barela as a board member representing the District on the Wheatlands Park and Recreation Authority Board. She will serve with Director Martin, who was not up for re-election.

SARIA

Discuss ARI Levy	<p>The Board discussed the ARI mill levy and the current amounts as set forth in the Service Plan, as follows:</p> <p>ARI 2005-2024: 1 Mill 2025-2044: 5 Mills 2045-2054: Formula</p> <p>The Board requested Marchetti & Weaver provide a projection of the last 10 year mill levy for Board discussion.</p>
Confirm Appointment to SARIA Board	<p>The Board discussed the confirmation of the District representative on the South Aurora Regional Improvement Authority Board, due to the May director's election. Following discussion, upon motion duly made and seconded, the Board unanimously confirmed Director Holliman as the board member representing the District on the South Aurora Regional Improvement Authority Board, with Director Barela as an alternate.</p>
Director's Items	None.
Review and Discuss Board Emails Received (board@wheatlandsmetro.org)	None.
Other Director Items	<p>Director Holliman provided an update on the Swim Team coordination. Ms. Rodau noted that the storage space has been cleaned out and is ready for them. Ms. Rodau will take pictures for the Board. Director Holliman is also waiting to hear back from the Swim Team on the pool chemical log.</p>
Other Business	<p>Director Barela noted she will not be at the June meeting.</p>
Adjourn	<p>There being no further business to come before the Board, upon motion, second and unanimous vote, the meeting was adjourned.</p> <p>The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.</p>

Secretary for the Meeting

The foregoing minutes were approved the 9th day of June, 2022.

Wheatlands Metropolitan District
Claims Paid
May 4 through June 1, 2022

Type	Date	Num	Memo	Amount
Altitude Community Law P.C.				
Bill Pmt -Check	05/10/2022	03/24/2022	Legal Services Provided	-233.50
				-233.50
American Conservation & Billing Solutions				
Bill Pmt -Check	05/05/2022	13836	April 2022 Billing Services	-3,382.00
Bill Pmt -Check	05/12/2022	13948	May 2022 Billing Services	-3,367.00
				-6,749.00
American Eagle Protective Services LLC				
Bill Pmt -Check	05/04/2022	15	March 2022 Security Services	-100.00
Bill Pmt -Check	05/20/2022	14	April 2022 Security Services	-200.00
				-300.00
AMI				
Bill Pmt -Check	05/10/2022	2141	Covenant Compliance	-3,500.00
				#REF!
Architerra Group Inc.				
Bill Pmt -Check	05/05/2022	7209	Planning-Park Phase 2	-2,934.40
Bill Pmt -Check	05/25/2022	7238	Planning-Park Phase 2	-6,130.02
				-9,064.42
Around the Corner Handyman LLC				
Bill Pmt -Check	05/10/2022	877	Replacement of monument light bulbs	-93.32
Bill Pmt -Check	05/10/2022	912	Graffiti Removal on Park Restroom	-409.55
Bill Pmt -Check	05/17/2022	907	General Maintenance Items and Supplies	-1,759.59
Bill Pmt -Check	05/24/2022	920	Graffiti Removal on Bathroom	-112.50
				-2,374.96
Aurora Water				
Bill Pmt -Check	05/05/2022	04/12/2022	Water Service 03/08/2022-04/06/2022	-653.12
Bill Pmt -Check	05/27/2022	05/11/2022	Water Service 04/06/2022 - 05/05/2022	-19,240.41
				-19,893.53
Big Fish Automation Llc				
Bill Pmt -Check	04/29/2022	42336-1	Final Payment on Lighting Installation	-6,275.00
				-6,275.00
Colorado Lighting, Inc.				
Bill Pmt -Check	05/05/2022	802235	Retrofit existing tall & short decorative pole fixtures	-5,466.00
Bill Pmt -Check	05/06/2022	NI101911	February 6, 2022 Inspection Fee	-50.00
Bill Pmt -Check	05/06/2022	NI102985	March 22, 2022 Inspection Fee	-50.00
Bill Pmt -Check	05/20/2022	N1104052	April 2022 Inspection Fee	-377.76
				-5,943.76

Wheatlands Metropolitan District
Claims Paid
May 4 through June 1, 2022

	Type	Date	Num	Memo	Amount
Cox					
	Bill Pmt -Check	05/05/2022	Bill.com	Irrigation and Landscaping Services	-13,036.66
	Bill Pmt -Check	05/05/2022	Bill.com	Irrigation and Landscaping Services	-303.75
	Bill Pmt -Check	05/10/2022	Bill.com	Irrigation and Landscaping Services	-53.40
	Bill Pmt -Check	05/10/2022	Bill.com	Irrigation and Landscaping Services	-6,600.00
	Bill Pmt -Check	05/10/2022	Bill.com	Irrigation and Landscaping Services	-829.00
	Bill Pmt -Check	05/10/2022	Bill.com	Irrigation and Landscaping Services	-194.22
	Bill Pmt -Check	05/10/2022	Bill.com	Irrigation and Landscaping Services	-632.44
	Bill Pmt -Check	05/10/2022	Bill.com	Irrigation and Landscaping Services	-390.00
	Bill Pmt -Check	05/10/2022	Bill.com	Irrigation and Landscaping Services	-185.70
	Bill Pmt -Check	05/10/2022	Bill.com	Irrigation and Landscaping Services	-35.60
	Bill Pmt -Check	05/11/2022	Bill.com	Irrigation and Landscaping Services	-594.52
	Bill Pmt -Check	05/12/2022	Bill.com	Irrigation and Landscaping Services	-120.00
	Bill Pmt -Check	05/12/2022	Bill.com	Irrigation and Landscaping Services	-3,256.16
	Bill Pmt -Check	05/13/2022	Bill.com	Irrigation and Landscaping Services	-769.83
	Bill Pmt -Check	05/13/2022	Bill.com	Irrigation and Landscaping Services	-885.96
	Bill Pmt -Check	05/17/2022	Bill.com	Irrigation and Landscaping Services	-24.30
	Bill Pmt -Check	05/18/2022	Bill.com	Irrigation and Landscaping Services	-107.25
	Bill Pmt -Check	05/19/2022	Bill.com	Irrigation and Landscaping Services	-567.49
	Bill Pmt -Check	05/20/2022	Bill.com	Irrigation and Landscaping Services	-303.75
	Bill Pmt -Check	05/20/2022	Bill.com	Irrigation and Landscaping Services	-13,688.50
	Bill Pmt -Check	05/20/2022	Bill.com	Irrigation and Landscaping Services	-226.86
	Bill Pmt -Check	05/20/2022	Bill.com	Irrigation and Landscaping Services	-350.02
	Bill Pmt -Check	05/20/2022	Bill.com	Irrigation and Landscaping Services	-46.00
	Bill Pmt -Check	05/20/2022	Bill.com	Irrigation and Landscaping Services	-518.85
	Bill Pmt -Check	05/23/2022	Bill.com	Irrigation and Landscaping Services	-60.00
	Bill Pmt -Check	05/24/2022	Bill.com	Irrigation and Landscaping Services	-520.00
	Bill Pmt -Check	05/25/2022	Bill.com	Irrigation and Landscaping Services	-545.36
	Bill Pmt -Check	05/26/2022	Bill.com	Irrigation and Landscaping Services	-38.20
	Bill Pmt -Check	05/26/2022	Bill.com	Irrigation and Landscaping Services	-275.06
	Bill Pmt -Check	05/26/2022	Bill.com	Irrigation and Landscaping Services	-261.47
					-45,420.35
Marchetti & Weaver, LLC					
	Bill Pmt -Check	05/17/2022	19949	April 2022 Accounting Services	-6,850.78
					-6,850.78
Richdell Construction, Inc.					
	Bill Pmt -Check	05/26/2022	Pay App No. 1	April 2022 Park Phase II Work	-44,460.00
					-44,460.00
So. Aurora Regional Improvement Authority					
	Bill Pmt -Check	05/17/2022	04/30/2022	April 2022 ARI Mill Levy Tax Distributions	-1,862.68
					-1,862.68

Wheatlands Metropolitan District
Claims Paid
May 4 through June 1, 2022

	Type	Date	Num	Memo	Amount
Spencer Fane					
	Bill Pmt -Check	05/17/2022	1105962	April 2022 Legal Services for matters on WPRA Loan	-840.00
					-840.00
Storm Water Asset Protection, LLC					
	Bill Pmt -Check	05/17/2022	SWAP2403	Storm Water Maintenance	-1,165.00
					-1,165.00
Terminix					
	Bill Pmt -Check	05/23/2022	Bill.com	November 2021 Regular Inspection Service	-82.00
	Bill Pmt -Check	05/23/2022	Bill.com	December 2021 Regular Inspection Service	-82.00
	Bill Pmt -Check	05/23/2022	Bill.com	January 2022 Regular Inspecton Service	-87.00
	Bill Pmt -Check	05/23/2022	Bill.com	February 2022 Regular Inspecton Service	-87.00
	Bill Pmt -Check	05/23/2022	Bill.com	March 2022 Regular Inspecton Service	-87.00
					-425.00
Vortex Colorado, Inc.					
	Bill Pmt -Check	05/04/2022	37-342002	Pool Gate Repair	-1,142.10
					-1,142.10
Waste Management of Denver					
	Bill Pmt -Check	04/27/2022	# 7559495-2514-0	May 2022 Residential Trash Removal	-12,685.90
					-12,685.90
Well Fargo					
	Bill Pmt -Check	05/10/2022	03/2022 CC Bill	Community Events & Purchsae of Square Hardware for Snack Shack	-1,010.66
					-1,010.66
White Bear Ankele					
	Bill Pmt -Check	05/10/2022	22083	Legal services-Collection Matter-April	-50.00
	Bill Pmt -Check	05/10/2022	21613	April 2022 Legal Services Provided	-17,457.35
					-17,507.35
Zions Bancorporation, NA					
	Bill Pmt -Check	05/17/2022	2022-04	April 2022 WPRA District Fee	-39,726.82
	Bill Pmt -Check	05/17/2022	2022-05	May 2022 WPRA District Fee	-39,726.82
					-79,453.64
				Total Claims Paid	-267,157.63

ACCESS AND MAINTENANCE EASEMENT AGREEMENT
(Monument Parcel)

This **ACCESS AND MAINTENANCE EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of this 9th day of June, 2022, by and between WHEATLANDS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and VILLAS AT WHEATLANDS CONDOMINIUM ASSOCIATION, INC., a Colorado nonprofit corporation (the “**Association**”). The Association and the District are referred to herein individually as a “**Party**” and collectively as the “**Parties**.” This Agreement is made in contemplation of the following facts and circumstances:

RECITALS

A. The Association is the owner of certain real property located in Arapahoe County, Colorado, more particularly described on Exhibit A, attached hereto and incorporated herein by reference and depicted on Exhibit B attached hereto and incorporated herein by reference (the “**Monument Parcel**”).

B. The District has constructed certain landscaping improvements on the Monument Parcel, including, but not limited to trees, landscaping, and irrigation, and annually installs holiday décor including holiday lighting in the trees located on the Monument Parcel (collectively, the “**Monument Parcel Improvements**”).

C. The Monument Parcel, as improved by the District, provides design continuity and enhances the community’s appearance and the Association desires to grant to the District a non-exclusive, perpetual easement for the purpose of allowing the District and its directors, officers, agents, contractors, successors and assigns, access, ingress and egress to the Monument Parcel as further set forth in this Agreement.

D. As partial consideration for the rights as granted to the District under this Agreement, the District has agreed to operate, maintain, repair, and replace the Monument Parcel Improvements and to keep the Monument Parcel Improvements and Monument Parcel in good order, condition and repair, subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Association covenant and agree as follows:

1. Grant of Easement. The Association hereby grants to the District, its successors and assigns, for its and their benefit, and for the benefit of its and their directors, officers, agents, and contractors, a perpetual, non-exclusive easement, on, over, under, across, and through the Monument Parcel for the purposes of (i) allowing the District and its, directors, officers, agents, contractors, successors and assigns, access, ingress and egress to the Monument Parcel and (ii)

accessing, operating, maintaining, repairing, and/or replacing the Monument Parcel Improvements and keeping the Monument Parcel Improvements and Monument Parcel in good order, condition and repair (the “**Easement**”).

2. District Maintenance Responsibilities – Monument Parcel Improvements and Monument Parcel.

a. The District shall, at its sole cost and expense, be responsible for and provide (or arrange for the provision of) the routine inspection, operation, maintenance, repair and replacement of the Monument Parcel Improvements: (i) to the reasonable satisfaction of the Association and in a manner consistent with other “Common Elements” (as defined in the Declaration of Covenants, Conditions and Restrictions for _____, which was recorded on _____ at Reception No. _____ in the office of the Clerk and Recorder of Arapahoe County, Colorado, as may be amended from time to time) and similarly situated subdivisions; and (ii) in compliance with all applicable federal, state, county and local or municipal body or agency statutes, ordinances and regulations, including, without limitation, any licensing, bonding, and permit requirements, and including without limitation, any such laws relating to storage, use or disposal of hazardous wastes, substances or materials, and access under the Americans with Disabilities Act. Operation and maintenance shall specifically include, without limitation, (a) keeping the Monument Parcel in a clean and un-littered condition, (b) repairing, replacing, and renewing the Monument Parcel Improvements, and (d) keeping the Monument Parcel Improvements and Monument Parcel in good order, condition and repair.

b. The District shall not enter into any contract, oral or written, in the name of the Association, and not incur any debt, liability or obligation for or on behalf of the Association. All obligations incurred by the District shall be obligations of the District, and the District, to the extent permitted by law, shall hold the Association harmless therefrom.

c. The services to be provided by the District shall not, without the prior written approval of the Association, include physical enlargement, expansion, extension, or addition of a component of the Monument Parcel Improvements or any portion thereof, but shall include operation, maintenance repairs and replacements of existing components with like materials or improvements or technologically equivalent materials, as needed in the ordinary course of maintenance and operation of the Monument Parcel Improvements.

d. The District shall notify the Association immediately of any and all damage caused by the District, its contractor(s) or third parties to the Monument Parcel Improvements or Monument Parcel. In addition, the District shall promptly notify the Association of all potential liability claims related to the Monument Parcel or Monument Parcel Improvements of which it becomes aware. The District further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential liability claim, while maintaining public safety, and to grant to the Association the opportunity to review and inspect such evidence, including the scene of any damage or accidents.

e. In the event that the District is not, in the Associations’ reasonable opinion, adequately performing its operation and maintenance and other responsibilities with respect to the Monument Parcel and Monument Parcel Improvements, the Association may, at its option, after

first giving written notice and a reasonable opportunity to cure (but in any event the District shall commence to cure the same within ten (10) business days after receiving such notice and thereafter diligently prosecute such cure to completion), enter the Monument Parcel to perform necessary maintenance or other related work. Should the Association incur any cost with respect to the assumption of the District's operation and maintenance and other responsibilities as described in this Agreement, the District agrees that the Association shall have the right to recover from the District all reasonable and actual costs associated with the Association's activities as set forth herein.

3. Mutual Indemnification. Subject to Sections 7 and 13 below, the District, Association and their successors and assigns, to the extent permitted by law, shall each indemnify, defend and hold harmless the other, and their respective members, officers, directors, managers, agents, and employees against and from any claims, damages, actions, loss, cost and expense (including but not limited to attorneys' fees) resulting from their own respective negligent and/or willful acts or omissions or the negligent or willful acts or omissions of their respective contractors, employees or agents (acting within the scope of their engagement, employment or agency) with respect to the Monument Parcel and Monument Parcel Improvements.

4. Insurance. For so long as this Agreement remains in effect:

a. The District shall keep in full force and effect, for the mutual benefit of the Association and the District, bodily injury and property damage insurance coverage in the minimum amount of \$2,000,000 per occurrence.

b. The Association shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella.

5. Reservation of Rights. The Association reserves the right to use, and to grant to others the right to use, the Monument Parcel for any and all purposes not inconsistent with the use of the Easement by the District, pursuant to the terms of this Agreement.

6. Costs and Attorney Fees. This Agreement and the terms, conditions, and provisions hereof may be enforced by the Parties and their successors and assigns. In the event legal or administrative suits or proceedings are brought against either Party arising out of or for the enforcement of the terms of this Agreement, the prevailing party or parties shall recover from the non-prevailing party or parties all costs associated therewith, including but not limited to reasonable attorneys' fees and other costs in addition to any other relief to which the prevailing party or parties may be entitled to.

7. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its directors, officers, employees, servants, agents, or authorized volunteers under any governmental immunity that may be available under law, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as amended from time to time.

8. Notice. Any and all notices and demands given under this Agreement shall be deemed to have been given and received on the earliest to occur of the following: (a) upon personal delivery to the referenced party; (b) three days after deposit in the United States Mail, postage prepaid, first class mail, addressed to the applicable Party at the addresses listed below, or at such other addresses as may be designated by any part by written notice from time to time, given in accordance herewith; or (c) confirmed email delivery of a PDF document.

If to the Association:

[Address]
[Address]
Attention: _____
_____(phone)
_____(fax)

With a copy to:

Winzenburg, Leff, Purvis & Payne, LLP
8020 Shaffer Parkway, Suite 300
Littleton, CO 80120
Attention:
(303) 863-1870 (phone)
(303) 863-1872 (fax)

If to the District:

Wheatlands Metropolitan District
c/o Isabell Rodau
YMCA of Metropolitan Denver
720-524-2763 (work)
irodau@denverymca.org

With a copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attention: Clint Waldron
(303) 858-1800 (phone)
(303) 858-1801 (fax)
cwaldron@wbapc.com

9. Assignment. Neither Party may assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other party.

10. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and their successors and assigns and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

11. Waiver. Any failure to enforce or waiver of any breach of any of the provision of this Agreement shall not constitute a waiver of any continued or additional breach of the same or any other provisions of this Agreement.

12. Counterparts. This Agreement may be executed in multiple counterparts that, taken together, shall constitute the whole agreement. Facsimile, pdf or electronic copies of signatures shall be valid as originals, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

13. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the District under this Agreement are subject to annual budgeting and appropriations, and the Association expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of the District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and the Association understand and intend that the District's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

14. Inurement. This Agreement shall run with the land and each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the Parties, their respective legal representatives, heirs, successors and assigns.

15. Subject to Matters of Record. This Agreement and the rights granted hereunder shall be subject to any existing liens and/or encumbrances affecting the Monument Parcel.

16. Entire Agreement. This Agreement (including the exhibits attached hereto, which are incorporated herein) constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all negotiations or previous understandings or agreements between the Parties with respect to all or any part of the subject matter hereof.

17. Modification, Amendment, Waiver. This Agreement may not be modified or amended in any respect, except by a further agreement in writing duly executed by District and the Association or their successors and assigns. However, any consent, waiver, approval, or authorization will be effective if signed by the party granting or making such consent, waiver,

approval, or authorization. No waiver shall be deemed a continuing waiver with respect to any breach or default, whether of similar or different nature, unless expressly stated in writing.

18. Governing Law. This Agreement, including all questions concerning the construction, validity and interpretation of this Agreement, and the exhibits hereto, and all claims or controversies arising out of or relating to this Agreement, shall be governed and construed under the applicable laws of the State of Colorado, without regard to conflict of law principals that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for Arapahoe County. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise.

19. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

20. Recording. This Agreement and any modification thereto shall be recorded in the real property records of Arapahoe County, Colorado.

21. Termination. If the District, its successors and assigns, abandon and ceases to use the Monument Parcel for a period of three (3) years, this Agreement shall automatically terminate and all of the right, title and interest in the Easement shall automatically revert to the Association.

22. Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party hereto. This Agreement shall be given a reasonable construction so that the intention of the Parties can be carried out. The Parties hereby acknowledge they have both participated substantially in the negotiation, drafting and revision of this Agreement with representation by counsel and/or such other advisers as they have deemed appropriate. Accordingly, this Agreement shall be deemed to have been prepared jointly by the Parties and shall not be construed against any party as the drafter hereof.

[Signature page follows]

IN WITNESS WHEREOF, District and the Association have executed this Access and Maintenance Easement Agreement as of the date first set forth above.

DISTRICT:

WHEATLANDS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Officer

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as President of Wheatlands Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[District Signature Page to Access and Maintenance Easement Agreement]

ASSOCIATION:

_____**OWNERS ASSOCIATION,**
INC., a Colorado nonprofit corporation

By: _____
Officer

STATE OF COLORADO)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2022, by _____, as _____ of _____ Owners
Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[Association Signature Page to Access and Maintenance Easement Agreement]

**EXHIBIT A
TO
ACCESS AND MAINTENANCE EASEMENT AGREEMENT**

(Description of Monument Parcel)

**EXHIBIT B
TO
ACCESS AND MAINTENANCE EASEMENT AGREEMENT**

(Depiction of Monument Parcel)

WATER USE AGREEMENT

This **WATER USE AGREEMENT**, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 9th day of June, 2022, by and between WHEATLANDS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and VILLAS AT WHEATLANDS CONDOMINIUM ASSOCIATION, INC., a Colorado nonprofit corporation (the “**Association**”). The District and the Association are referred to herein individually as a “**Party**” and collectively as the “**Parties**.” This Agreement is made in contemplation of the following facts and circumstances:

RECITALS

A. The Association is responsible for the maintenance of certain real property located in the City of Aurora, Arapahoe County, Colorado, as more particularly depicted on **Exhibit A**, attached hereto and incorporated herein by reference (the “**Property**”).

B. Irrigation is supplied to the Property by way of a District-owned 2” tap located at the southwest corner of S. Wheatlands Parkway and S. Ider St. (the “**Tap**”).

C. The Tap serves two District irrigation controllers (controllers A & B), as well as the Association’s irrigation controller that waters the Property; such Association irrigation controller is located on Association property behind the District’s monument sign on the northwest corner of E. Smoky Hill Road and S. Ider St.

D. In order to allow the Parties to accurately track the water used by the Association with respect to the Property, the District has agreed to install the sub-meter on District property.

E. The Association has agreed to reimburse the District for the sub-meter installation and all water used by the Association based on the meter reads at the sub-meter.

COVENANTS AND AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Association covenant and agree as follows:

1. Maintenance Responsibility. The Association remains solely responsible for the maintenance of the Property and related improvements, including all irrigation improvements on the Property. The District will maintain the water supply line connecting to the sub-meter.

2. Water Supply. The Association may continue to use water, in amounts consistent with prior usage, as supplied to the Property. However, the Association acknowledges and agrees that the City may place restrictions or limit availability of water, and the District may necessarily be required to limit the water available for use on the Property.

3. Sub-Meter Installation and Maintenance. The District will install a sub-meter on District property in order to accurately track the water usage attributable to the Property (“**Sub-Meter Installation Costs**”). The Association shall be solely responsible for all costs reasonably associated with the Sub-Meter Installation. The Association agrees to reimburse the District for such Sub-Meter Installation Costs within thirty (30) days of receiving a reasonably detailed invoice from the District. The District will continue to own, operate, and maintain the sub-meter and all related appurtenances. Upon reasonable request, the Association shall have access to and the right to review all documents related to the installation and maintenance of the sub-meter. To the extent calibration, repairs, or replacement of the sub-meter are necessary, the District will provide a cost estimate to the Association, and the Association shall be responsible for and reimburse the District for all such costs (“**Sub-Meter Maintenance Costs**”) within thirty (30) days of receiving a reasonably detailed invoice from the District.

4. Water Use. The Association agrees to reimburse the District for all water used by the Association based on the meter reads at the sub-meter (“**Water Costs**”). The District will regularly invoice the Association for the Water Costs; such invoice will include reasonable supporting documentation detailing the Water Costs. The Association agrees to pay such invoice within thirty (30) days of receipt.

5. Mutual Indemnification. Subject to Sections 7 and 15 below, the District, Association and their successors and assigns, to the extent permitted by law, shall each indemnify, defend and hold harmless the other, and their respective members, officers, directors, managers, agents, and employees against and from any claims, damages, actions, loss, cost, and expense (including but not limited to attorneys’ fees) resulting from their own respective negligent and/or willful acts or omissions or the negligent or willful acts or omissions of their respective contractors, employees or agents (acting within the scope of their engagement, employment or agency) with respect to the subject matter of this Agreement.

6. Costs and Attorney Fees. This Agreement and the terms, conditions, and provisions hereof may be enforced by the Parties and their successors and assigns. In the event legal or administrative suits or proceedings are brought against either Party arising out of or for the enforcement of the terms of this Agreement, the prevailing party or parties shall recover from the non-prevailing party or parties all costs associated therewith, including but not limited to reasonable attorneys’ fees and other costs in addition to any other relief to which the prevailing party or parties may be entitled to.

7. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its directors, officers, employees, servants, agents, or authorized volunteers under any governmental immunity that may be available under law, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as amended from time to time.

8. Default. In the event of violation of the terms of this Agreement by one Party, the other Party will give written notice in accordance with Section 9, and unless the violation is corrected within ten (10) days of receipt of such notice, the non-violating party shall have the right to bring an action at law or in equity for damages or any other available relief.

9. Notice. Any and all notices and demands given under this Agreement shall be deemed to have been given and received on the earliest to occur of the following: (a) upon personal delivery to the referenced party; (b) three (3) days after deposit in the United States Mail, postage prepaid, first class mail, addressed to the applicable Party at the addresses listed below, or at such other addresses as may be designated by any part by written notice from time to time, given in accordance herewith; or (c) confirmed email delivery of a PDF document.

If to the District:

Wheatlands Metropolitan District
c/o Isabell Rodau
YMCA of Metropolitan Denver
720-524-2763 (work)
irodau@denverymca.org

With a copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attention: Clint Waldron
(303) 858-1800 (phone)
(303) 858-1801 (fax)
cwaldron@wbapc.com

If to the Association:

[Address]
[Address]
Attention: _____
_____(phone)
_____(fax)

With a copy to:

Winzenburg, Leff, Purvis & Payne, LLP
8020 Shaffer Parkway, Suite 300
Littleton, CO 80120
Attention: _____
(303) 863-1870 (phone)
(303) 863-1872 (fax)

10. Assignment. Neither Party may assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other party.

11. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and their successors and assigns and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than the Parties or their successors and assigns receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

12. Waiver. Any failure to enforce or waiver of any breach of any of the provision of this Agreement shall not constitute a waiver of any continued or additional breach of the same or any other provisions of this Agreement.

13. Counterparts. This Agreement may be executed in multiple counterparts that, taken together, shall constitute the whole agreement. Facsimile, pdf or electronic copies of signatures shall be valid as originals, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

14. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the District under this Agreement are subject to annual budgeting and appropriations, and the Association expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of the District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and the Association understand and intend that the District's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

15. Entire Agreement. This Agreement (including the exhibits attached hereto, which are incorporated herein) constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all negotiations or previous understandings or agreements between the Parties with respect to all or any part of the subject matter hereof.

16. Modification, Amendment, Waiver. This Agreement may not be modified or amended in any respect, except by a further agreement in writing duly executed by District and the Association or their successors and assigns. However, any consent, waiver, approval, or authorization will be effective if signed by the party granting or making such consent, waiver, approval, or authorization. No waiver shall be deemed a continuing waiver with respect to any breach or default, whether of similar or different nature, unless expressly stated in writing.

17. Governing Law. This Agreement, including all questions concerning the construction, validity and interpretation of this Agreement, and the exhibits hereto, and all claims or controversies arising out of or relating to this Agreement, shall be governed and construed under the applicable laws of the State of Colorado, without regard to conflict of law principals that would

result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for Arapahoe County. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise.

18. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

19. Term. This Agreement shall be effective as of the date first set forth above, and may be terminated for cause or for convenience by either Party upon delivery of sixty (60) days prior written notice to the other Party. If this Agreement is terminated, the Association will reimburse the District for all Sub-Meter Installation Costs, Sub-Meter Maintenance Costs, and Water Costs up to the date of termination.

20. Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party hereto. This Agreement shall be given a reasonable construction so that the intention of the Parties can be carried out. The Parties hereby acknowledge they have both participated substantially in the negotiation, drafting and revision of this Agreement with representation by counsel or such other advisers as they have deemed appropriate. Accordingly, this Agreement shall be deemed to have been prepared jointly by the Parties and shall not be construed against any party as the drafter hereof.

[Signature pages follow].

IN WITNESS WHEREOF, District and the Association have executed this Water Use Agreement as of the date first set forth above.

DISTRICT:

**WHEATLANDS METROPOLITAN
DISTRICT**, a quasi-municipal corporation and
political subdivision of the State of Colorado

Officer of the District

ATTEST:

Officer of the District

[District's Signature Page to Water Usage Agreement]

_____**ASSOCIATION, INC.**, a
Colorado nonprofit corporation

STATE OF COLORADO)
)
) ss.
COUNTY OF)

Witness my hand and official seal.

Notary Public

30

**EXHIBIT A
TO
WATER USE AGREEMENT**



WORKING SESSION

EXECUTIVE SUMMARY

06/09/2022

Number of open violations: 132

Last Inspection dates: May 10th, 2022 and May 25th, 2022

Next Inspection dates: June 15th, and June 30th

Violations by type:

Basketball Hoops – 0	Lawn in Poor Condition – 11
Boat- 1	Livestock- 0
Business – 0	Maintenance - 0
Dead Tree Backyard- 0	Missing Tree Front Yard - 2
Dead Tree Front/Side Yard –24	Nuisance - 0
Commercial Vehicle- 0	Paint – 25
Common Area Dumping- 0	RV/Camper - 0
Exterior Damage -0	Shutters Missing – 1
Fence -Paint/Stain - 8	Signs- 0
Fence Repair – 3	Trailer - 1
Holiday Lights- 1	Trash Cans - 6
Inoperable Vehicle- 0	Tree Care – 3
Items Stored - 3	Tree Under Caliper- 5
Landscape Maint - 1	Vehicle Repair -0
Lawn Care -Weeds- 32	Unauthorized Change - 3
Lawn Care- Watering – 0	Unsightly Conditions - 0
Lawn in need of mowing - 2	Window Units- 0
Total- 132	

OPERATIONS SUMMARY

Report Date:
06/02/2022

Wheatlands Metropolitan District

May 1, 2022 - June 2, 2022

***By Status** displays the combined count of all current and past instances for each status assigned during the selected time period.

Architectural Control	{	Request Status:		Approved	21
				Approved With Conditions	0
				Cancelled	0
				Completed	23
				Completed	0
				Denied	1
				More Info Requested	6
				New Request	26
				Under Review	5
		Total			82
		Correspondence:		Emails	603
				US Mails	0
Violations	{	Open:		Carried Over	54
				Created	69
		Total			123
		By Status*:		1st Notice	71
				2nd Notice	31
				3rd Notice	6
				4th Notice	5
				5th Notice	6
				6th Notice	2
				Resolved	86
	{	Total			207
		Average Days To			103.5
		Total Fines Assessed			\$1,275.00

**Wheatlands Metropolitan District
Statement of Net Position**

	April 30, 2022						
			Special	Special	Special		
	Debt	Revenue ARI	Revenue	Revenue	Fixed Assets		
	General Fund	Service Fund	Fund	Operations	Revenue Park	& LTD	TOTAL
ASSETS							
CASH							
CSAFE	4,598,762	-	-	-	-	-	4,598,762
Wells Fargo	323,169	-	-	-	-	-	323,169
Wells Fargo-Merchant Software	28	-	-	-	-	-	28
CSB&T - Series 2015 Bond Fund	-	403,715	-	-	-	-	403,715
Pooled Cash Allocation	(1,029,854)	575,002	-	347,702	107,150	-	-
TOTAL CASH	3,892,105	978,716	-	347,702	107,150	-	5,325,674
OTHER CURRENT ASSETS							
Due from County Treasurer	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	10,156	22,852	-	33,008
Accounts Receivable - Builder	-	-	-	-	-	-	-
Accounts Receivable - Other	-	-	-	-	-	-	-
Property Taxes Receivable	999,205	757,691	30,303	-	-	-	1,787,198
Prepaid Expenses	-	-	-	-	-	-	-
TOTAL OTHER CURRENT ASSETS	999,205	757,691	30,303	10,156	22,852	-	1,820,206
FIXED & OTHER NON-CURRENT ASSETS							
Construction In Progress	-	-	-	-	-	251,460	251,460
Land	-	-	-	-	-	-	-
Capital Assets, Net of Depreciation	-	-	-	-	-	4,142,820	4,142,820
Prepaid Bond Insur-Net of Amortization	-	-	-	-	-	172,834	172,834
TOTAL FIXED ASSETS	-	-	-	-	-	4,567,114	4,567,114
TOTAL ASSETS	4,891,310	1,736,407	30,303	357,859	130,002	4,567,114	11,712,994
LIABILITIES & DEFERED INFLOWS							
CURRENT LIABILITIES							
Accounts Payable	243,837	-	-	-	-	-	243,837
WPRA Fee Payable	-	-	-	-	-	-	-
Accrued Expenses	-	-	-	-	-	-	-
Director's Fees Payable	-	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-	-	-
Century Communities Deposit	-	-	-	-	-	-	-
Prepaid Fees	-	-	-	13,334	30,002	-	43,336
TOTAL CURRENT LIABILITIES	243,837	-	-	13,334	30,002	-	287,173
DEFERRED INFLOWS							
Deferred Property Taxes	999,205	757,691	30,303	-	-	-	1,787,198
TOTAL DEFERRED INFLOWS	999,205	757,691	30,303	-	-	-	1,787,198
LONG-TERM LIABILITIES							
Accrued Interest	-	-	-	-	-	80,748	80,748
Bonds Payable - Series 2015	-	-	-	-	-	23,095,000	23,095,000
Bond Premium, Net of Amortization	-	-	-	-	-	323,511	323,511
TOTAL LONG-TERM LIABILITIES	-	-	-	-	-	23,499,259	23,499,259
TOTAL LIAB & DEF INFLOWS	1,243,042	757,691	30,303	13,334	30,002	23,499,259	25,573,630
NET POSITION							
Net Investment in Capital Assets	-	-	-	-	-	4,394,280	4,394,280
Amount to be Provided for Debt	-	-	-	-	-	(23,326,425)	(23,326,425)
Nonspendable	-	-	-	-	-	-	-
Restricted For Debt	-	978,716	-	-	-	-	978,716
Restricted For Emergencies	79,900	-	-	8,900	20,835	-	109,635
Restricted For ARI	-	-	-	-	-	-	-
Assigned for Capital Replacements	3,053,069	-	-	-	-	-	3,053,069
Assigned for Next Year Budget Deficit	-	-	-	-	-	-	-
Unassigned	515,299	-	-	335,624	79,165	-	930,088
TOTAL NET POSITION	3,648,268	978,716	-	344,524	100,000	(18,932,145)	(13,860,636)
	=	=	=	=	=	=	=

Wheatlands Metropolitan District
Statement of Revenues, Expenditures, &
Changes In Fund Balance
For the Period Indicated

Modified Accrual Basis

Print Date: 6/2/2022

	2021 Audited Actual	2022 Adopted Budget	Variance Positive (Neg)	2022 Forecast	YTD Thru 04/30/22 Actual	YTD Thru 04/30/22 Budget	Variance Positive (Negative)
PROPERTY TAXES							
Assessed Valuation	44,752,801	47,276,236	-	47,276,236			
Mill Levy							
General Fund	36.617	36.602	-	36.602			
Debt Service Fund	27.740	27.755	-	27.755			
SARIA Fund	1.110	1.110	-	1.110			
Total mill levy	65.467	65.467	-	65.467			
Property Taxes Levied							
General Fund	1,638,713	1,730,405	-	1,730,405			
Debt Service Fund	1,241,443	1,312,152	-	1,312,152			
SARIA Fund	49,676	52,477	-	52,477			
	2,929,832	3,095,033	-	3,095,033			
Less Provision For Uncollectible		=					
General Fund	-	-	-	-			
Debt Service Fund	-	-	-	-			
SARIA Fund	-	-	-	-			
	-	-	-	-			
Budgeted Property Taxes							
General Fund	1,638,713	1,730,405	-	1,730,405			
Debt Service Fund	1,241,443	1,312,152	-	1,312,152			
SARIA Fund	49,676	52,477	-	52,477			
	2,929,832	3,095,033	-	3,095,033			
BUILDOUT & SALES							
Vacant Lots							
Beginning of Period							
New							
Sold / Now a Residential Unit Richmond							
Sold / Now a Residential Unit Elacora							
End of Period	-	-	-	-			
Residential Units							
Beginning of Period	1,053	1,053	-	1,053			
New - Richmond	-	-	-	-			
New - Elacora	-	-	-	-			
New - Lokal (31 bldgs./93 units planned)	-	-	-	-			
Other	-	-	-	-			
End of Period	1,053	1,053	-	1,053			
Apartments							
Beginning of Period	338	338	-	338			
Additions	-	-	-	-			
Other	-	-	-	-			
End of Period	338	338	-	338			
Sales							
First time sales	-	-	-	-			
Re-sale	60	60	-	60			
	60	60	-	60			

Wheatlands Metropolitan District
Statement of Revenues, Expenditures, &
Changes In Fund Balance
For the Period Indicated

Modified Accrual Basis

Print Date: 6/2/2022

GENERAL FUND

REVENUE

Property taxes	1,638,713	1,730,405	-	1,730,405	731,200	744,074	(12,874)
Abatements	-	-	-	-	-	-	-
Specific ownership taxes	114,887	121,128	(8,652)	112,476	28,652	30,282	(1,630)
Interest income	2,155	3,000	-	3,000	2,936	1,000	1,936
Other income	3,101	-	1,804	1,804	1,804	-	1,804

TOTAL REVENUE

1,758,856	1,854,533	(6,848)	1,847,685	764,592	775,356	(10,764)
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EXPENDITURES

Accounting - contract	61,755	66,400	-	66,400	21,600	22,133	533
Accounting - special projects	3,017	6,400	-	6,400	88	2,133	2,046
Audit	5,000	5,800	-	5,800	-	-	-
County treasurer's fees	24,594	25,956	-	25,956	10,969	11,161	192
Director's fees	6,577	12,000	-	12,000	-	-	-
Director expenses and equipment	25	2,500	-	2,500	-	833	833
Election	109	2,500	(32,500)	35,000	25,624	2,500	(23,124)
Insurance & bonds	3,836	4,100	(322)	4,422	4,422	4,100	(322)
Legal - contract	62,471	67,900	-	67,900	20,637	22,633	1,996
Legal - special projects	124	5,000	-	5,000	-	1,667	1,667
Bank Charges	-	-	-	-	-	-	-
Miscellaneous	2,000	4,000	-	4,000	-	1,333	1,333
Contingency	-	30,000	-	30,000	-	-	-
Website	540	1,000	-	1,000	200	500	300

TOTAL EXPENDITURES

170,047	233,556	(32,822)	266,378	83,539	68,994	(14,545)
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Excess Revenue Over Expenditures

1,588,809	1,620,977	(39,670)	1,581,308	681,053	706,362	(25,308)
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OTHER SOURCES (USES)

Transfers (To)/From Debt Service Fund	-	-	-	-	-	-	-
Transfers (To)/From SARIA Fund	-	-	-	-	-	-	-
Transfers (To)/From Operations Fund	-	-	-	-	-	-	-
Transfers (To)/From Park Fund	(1,030,713)	(2,808,303)	(656,703)	(3,465,006)	(267,564)	(594,054)	326,489

Total Other Sources / (Uses)

(1,030,713)	(2,808,303)	(656,703)	(3,465,006)	(267,564)	(594,054)	326,489
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CHANGE IN FUND BALANCE

558,095	(1,187,326)	(696,373)	(1,883,699)	413,489	112,308	301,181
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BEGINNING FUND BALANCE

2,676,683	3,117,721	117,058	3,234,779	3,234,779	3,117,721	117,058
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ENDING FUND BALANCE

3,234,779	1,930,395	(579,315)	1,351,080	3,648,268	3,230,029	418,239
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COMPONENTS OF FUND BALANCE

Nonspendable	450	-	-	-	-	-	-
Restricted - TABOR emergency reserve	52,800	70,100	9,800	79,900	79,900	-	-
Assigned - Capital Improv/Replacement	1,200,000	1,075,000	(575,000)	500,000	3,053,069	-	-
Assigned - Next Years Budget Deficit	1,187,326	-	-	-	-	-	-
Restricted - Debt Covenants	-	-	-	-	-	-	-
Unassigned	794,203	785,295	(14,115)	771,180	515,299	-	-

TOTAL ENDING FUND BALANCE

3,234,779	1,930,395	(579,315)	1,351,080	3,648,268			
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Wheatlands Metropolitan District
Statement of Revenues, Expenditures, &
Changes In Fund Balance
For the Period Indicated

Modified Accrual Basis

Print Date: 6/2/2022

DEBT SERVICE FUND

REVENUE

Property taxes	1,241,443	1,312,152	-	1,312,152	554,461	564,225	(9,764)
Abatements	-	-	-	-	-	-	-
Specific ownership taxes	87,035	78,729	6,561	85,290	21,727	19,682	2,044
Interest income	896	600	-	600	151	103	48

TOTAL REVENUE

1,329,374	1,391,481	6,561	1,398,042	576,338	584,010	(7,672)
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EXPENDITURES

Accounting - Special Projects	-	-	-	-	-	-	-
Legal	-	-	-	-	-	-	-
Treasurer's fees	18,632	19,682	-	19,682	8,317	8,463	146
Bond interest - Series 2015	984,581	968,981	-	968,981	-	-	-
Bond principal - Series 2015	390,000	435,000	-	435,000	-	-	-
Bond interest - Series 2005	-	-	-	-	-	-	-
Bond principal - Series 2005	-	-	-	-	-	-	-
Bond interest - Series 2008	-	-	-	-	-	-	-
Bond principal - Series 2008	-	-	-	-	-	-	-
Paying agent / trustee fees	1,000	1,200	-	1,200	-	-	-
Contingency	-	5,000	5,000	-	-	-	-

TOTAL EXPENDITURES

1,394,213	1,429,864	5,000	1,424,864	8,317	8,463	146
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Excess Revenue Over Expenditures

(64,839)	(38,382)	11,561	(26,822)	568,021	575,547	(7,526)
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OTHER SOURCES / (USES)

Transfers (To)/From Other Funds	-	-	-	-	-	-	-
Bond proceeds	-	-	-	-	-	-	-
Bond premium	-	-	-	-	-	-	-
Bond issuance expense	-	-	-	-	-	-	-

Total Other Sources / (Uses)

-	-	-	-	-	-	-
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CHANGE IN FUND BALANCE

(64,839)	(38,382)	11,561	(26,822)	568,021	575,547	(7,526)
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BEGINNING FUND BALANCE

475,535	410,725	(30)	410,695	410,695	410,725	(30)
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ENDING FUND BALANCE

410,695	372,343	11,531	383,874	978,716	986,272	(7,556)
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Wheatlands Metropolitan District
Statement of Revenues, Expenditures, &
Changes In Fund Balance
For the Period Indicated

Modified Accrual Basis

Print Date: 6/2/2022

SARIA FUND

REVENUE

Property taxes	49,676	52,477	-	52,477	22,174	22,565	(391)
Abatements	-	-	-	-	-	-	-
Specific Ownership Tax	-	-	-	-	-	-	-
Interest income	-	-	-	-	-	-	-
Other income	-	2,500	(2,500)	-	-	-	-

TOTAL REVENUE

49,676	54,977	(2,500)	52,477	22,174	22,565	(391)
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EXPENDITURES

Legal - contract	-	-	-	-	-	-	-
Legal - special projects	-	-	-	-	-	-	-
Capital outlay District ARI Improvements	-	-	-	-	-	-	-
Contribution to SARIA Authority	48,930	51,689	-	51,689	21,841	22,226	385
Treasurer's fee	746	787	-	787	333	338	6
Contingency	-	2,500	2,500	-	-	-	-

TOTAL EXPENDITURES

49,676	54,977	2,500	52,477	22,174	22,565	391
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Excess Revenue Over Expenditures

-	-	-	-	-	-	-
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OTHER SOURCES / (USES)

Transfers (To)/From other Funds	-	-	-	-	-	-
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Total Other Sources / (Uses)

-	-	-	-	-	-	-
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CHANGE IN FUND BALANCE

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BEGINNING FUND BALANCE

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ENDING FUND BALANCE

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Wheatlands Metropolitan District
Statement of Revenues, Expenditures, &
Changes In Fund Balance
For the Period Indicated

Modified Accrual Basis

Print Date: 6/2/2022

	2021 Audited Actual	2022 Adopted Budget	Variance Positive (Neg)	2022 Forecast	YTD Thru 04/30/22 Actual	YTD Thru 04/30/22 Budget	Variance Positive (Negative)
OPERATIONS FUND							
REVENUE							
Operations Fees - Houses	252,880	252,720	-	252,720	84,240	84,240	-
Warning letter fees	-	-	-	-	-	-	-
Working capital fees	4,200	3,000	-	3,000	950	600	350
Late charges and collection fees	6,770	14,000	(12,700)	1,300	1,657	4,667	(3,010)
Legal - collections	4,878	9,300	-	9,300	398	3,100	(2,702)
Design review	-	-	-	-	-	-	-
Violations / Fines	3,475	1,200	-	1,200	150	400	(250)
Interest income	-	-	-	-	-	-	-
Other income	-	-	-	-	-	-	-
TOTAL REVENUE	272,203	280,220	(12,700)	267,520	87,395	93,007	(5,612)
EXPENDITURES							
Accounting - Contract - O&M	3,813	4,100	-	4,100	1,350	1,367	17
Accounting - Spec Projects - O&M	189	400	-	400	-	200	200
Design review	-	-	-	-	-	-	-
Covenant Compliance	42,959	44,500	-	44,500	14,000	14,833	833
Facilities Management - Contract	18,462	23,000	-	23,000	7,385	7,385	0
Facilities Management - Spec Projects	-	-	-	-	-	-	-
Billing Service - Late Charges & Collections	1,125	14,000	12,700	1,300	388	4,667	4,279
Billing Service - Base Rate	11,682	12,300	-	12,300	3,892	4,100	208
Legal - Contract	12,494	12,800	-	12,800	4,127	4,267	139
Legal - spec projects	1,076	2,400	-	2,400	1,109	800	(309)
Legal - collections	7,512	12,400	-	12,400	290	4,133	3,843
Bank Charges	1,048	1,200	-	1,200	404	400	(4)
Trash removal - Residential	150,322	165,300	-	165,300	50,100	55,100	5,000
Contingency	-	14,700	700	14,000	-	-	-
TOTAL EXPENDITURES	250,681	307,100	13,400	293,700	83,044	97,251	14,207
Excess Revenue Over Expenditures	21,523	(26,880)	700	(26,180)	4,350	(4,245)	8,595
OTHER SOURCES / (USES)							
Transfers (To)/From other Funds	-	-	-	-	-	-	-
Total Other Sources / (Uses)	-	-	-	-	-	-	-
CHANGE IN FUND BALANCE	21,523	(26,880)	700	(26,180)	4,350	(4,245)	8,595
BEGINNING FUND BALANCE	318,651	322,125	18,049	340,174	340,174	322,125	18,049
ENDING FUND BALANCE	340,174	295,245	18,749	313,994	344,524	317,880	26,644
COMPONENTS OF FUND BALANCE							
Nonspendable	-	-	-	-	-	-	-
Restricted - TABOR emergency reserve	8,200	9,213	(313)	8,900	8,900	-	-
Assigned - Future Operations	331,974	286,032	19,062	305,094	335,624	-	-
TOTAL ENDING FUND BALANCE	340,174	295,245	18,749	313,994	344,524		
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Wheatlands Metropolitan District
Statement of Revenues, Expenditures, &
Changes In Fund Balance
For the Period Indicated

Modified Accrual Basis

Print Date: 6/2/2022

	2021 Audited Actual	2022 Adopted Budget	Variance Positive (Neg)	2022 Forecast	YTD Thru 04/30/22 Actual	YTD Thru 04/30/22 Budget	Variance Positive (Negative)
PARK FUND							
REVENUE							
Working capital fees	8,400	6,000	-	6,000	1,900	1,200	700
Clubhouse rental fees	3,303	12,000	-	12,000	-	5,385	(5,385)
Late charges and collection fees	15,234	3,000	-	3,000	3,728	1,000	2,728
Legal - collection fees	10,976	20,775	-	20,775	895	6,925	(6,030)
Park fees - Builders - Lots	360	-	-	-	-	-	-
Park fees - Residential Units	568,479	568,620	-	568,620	189,690	189,540	150
Park fees - Apartment Units	81,120	81,120	-	81,120	27,040	27,040	-
Grant	-	-	-	-	-	-	-
Interest income	-	-	-	-	-	-	-
Other income	5,027	3,000	-	3,000	315	-	315
TOTAL REVENUE	692,898	694,515	-	694,515	223,568	231,090	(7,522)
EXPENDITURES							
Accounting - Contract	11,474	12,500	-	12,500	4,050	4,167	117
Accounting - Special Projects	566	1,200	-	1,200	-	600	600
Facilities Management - Contract	41,558	51,700	-	51,700	16,615	16,615	(0)
Facilities Management - Spec Projects	-	15,000	-	15,000	-	5,000	5,000
Billing Service - Late Charges & Collections	2,530	3,000	-	3,000	872	1,000	128
Billing Service - Base Rate	26,286	27,700	-	27,700	10,945	9,233	(1,712)
Community Activities / Christmas Lights	21,826	24,400	-	24,400	1,601	1,430	(171)
Insurance	28,773	33,100	(87)	33,187	33,187	33,100	(87)
Legal - Contract	12,494	12,800	-	12,800	4,127	4,267	139
Legal - Special Projects	9,984	2,400	-	2,400	1,654	800	(854)
Legal - Collections	16,902	27,700	-	27,700	621	9,233	8,612
Bank Charges	2,265	2,400	-	2,400	821	800	(21)
Proposed Facility & Project Planning	1,002	-	-	-	-	-	-
Park - Project Costs	88,081	1,515,000	(639,230)	2,154,230	63,177	63,125	(52)
Sport Field Improvements	-	-	-	-	-	-	-
Irrigation Repairs & Improvements	39,984	43,300	-	43,300	5,292	3,225	(2,067)
Landscape Maintenance Contract - WMD	146,537	165,300	-	165,300	52,417	55,100	2,683
Landscape Improvements - WMD	259,354	100,000	-	100,000	-	-	-
Snow Removal	5,576	17,600	-	17,600	380	10,560	10,180
Clubhouse Repairs and Maintenance	125,219	60,000	(22,500)	82,500	62,886	29,451	(33,435)
Parking Lot Maintenance	-	6,500	-	6,500	-	-	-
Grounds Maintenance	59,816	86,000	-	86,000	14,782	28,667	13,885
Chemicals & Supplies	13,527	12,000	-	12,000	-	2,400	2,400
Contract / Lifeguards	141,900	145,200	-	145,200	47,500	47,500	-
Equipment Repairs & Replacement	30,460	36,600	-	36,600	1,766	12,200	10,434
Gas and Electric	27,657	27,300	-	27,300	3,389	4,113	725
Telephone/ WiFi / Cable	276	3,400	-	3,400	-	1,133	1,133
Water and Sewer	151,012	193,000	-	193,000	2,852	3,088	236
Trash Removal - Clubhouse/Non-Res	-	-	-	-	-	-	-
WPRA Fee	442,260	473,218	5,114	468,104	150,292	157,739	7,448
Community Park Maintenance	14,595	8,900	-	8,900	3,320	2,967	(354)
WPRA Support	-	370,600	-	370,600	8,585	317,630	309,045
Contingency	-	25,000	-	25,000	-	-	-
TOTAL EXPENDITURES	1,721,915	3,502,818	(656,703)	4,159,521	491,132	825,144	334,011
Excess Revenue Over Expenditures	(1,029,018)	(2,808,303)	(656,703)	(3,465,006)	(267,564)	(594,054)	326,489
<i>Park Fund Continued on Next Page</i>							

Wheatlands Metropolitan District
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PARK FUND - CONTINUED

OTHER SOURCES / (USES)

Transfers (To)/From other Funds	1,030,713	2,808,303	656,703	3,465,006	267,564	594,054	(326,489)
Loan issuance	-	-	-	-	-	-	-
Proceeds from Sale of Land	-	-	-	-	-	-	-

Total Other Sources / (Uses)	1,030,713	2,808,303	656,703	3,465,006	267,564	594,054	(326,489)
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CHANGE IN FUND BALANCE	1,696	-	-	-	-	-	-
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BEGINNING FUND BALANCE	98,304	100,000	-	100,000	100,000	100,000	-
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ENDING FUND BALANCE	100,000	100,000	-	100,000	100,000	100,000	-
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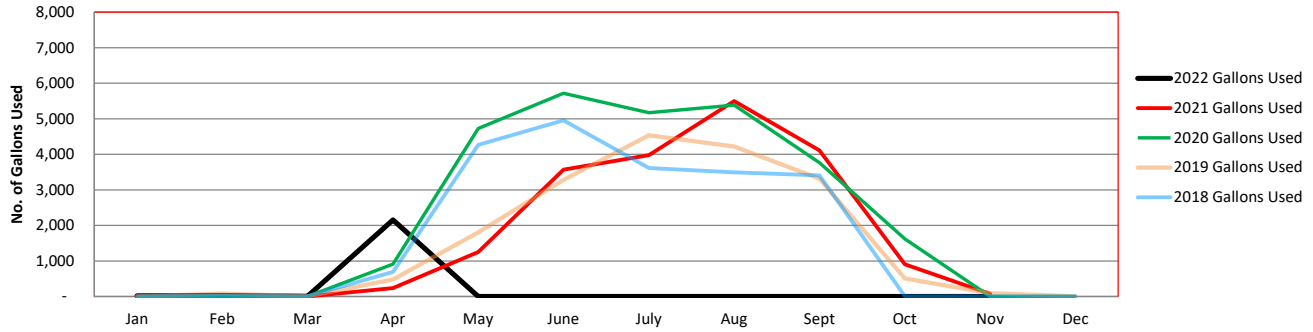
COMPONENTS OF FUND BALANCE

Nonspendable	36,855		-		-		
Restricted - TABOR emergency reserve	20,800	20,835	-	20,835	20,835		
Restricted - Replacement reserve	-	-	-	-	-		
Restricted - Loan reserve & Surplus	-	-	-	-	-		
Assigned for Parks	42,345	79,165	-	79,165	79,165		

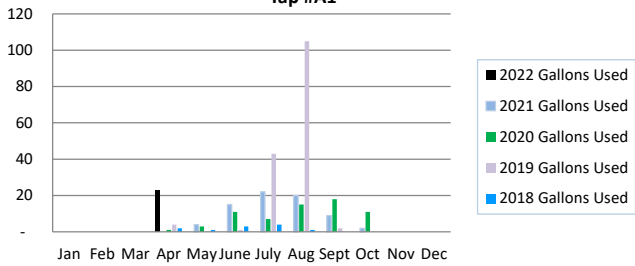
TOTAL ENDING FUND BALANCE	100,000	100,000	-	100,000	100,000		
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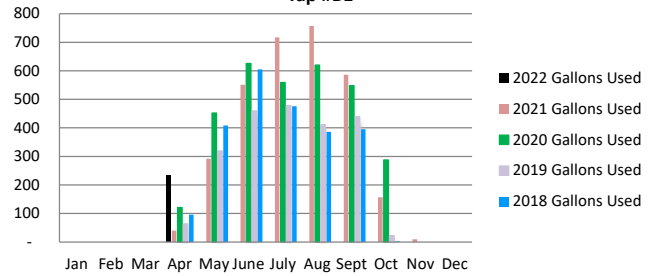
Wheatlands Metropolitan District Total Monthly Usage



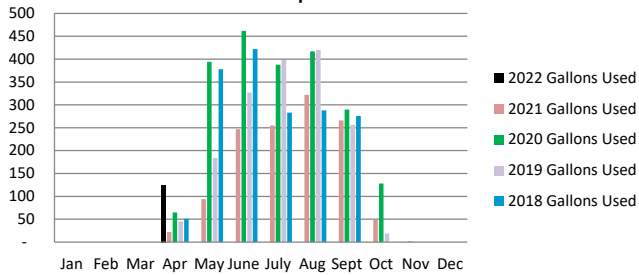
**24798 E WHEATLANDS PKWY
Tap #A1**



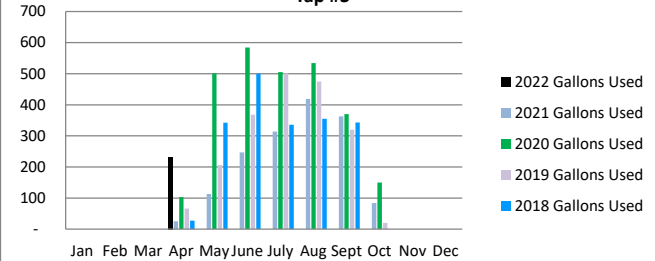
**25012 E WHEATLANDS PKY
Tap #B1**



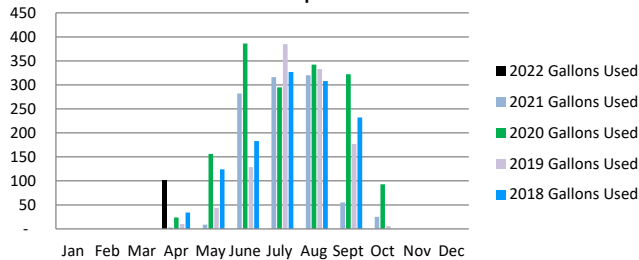
**6636 S IDER ST
Tap #2**



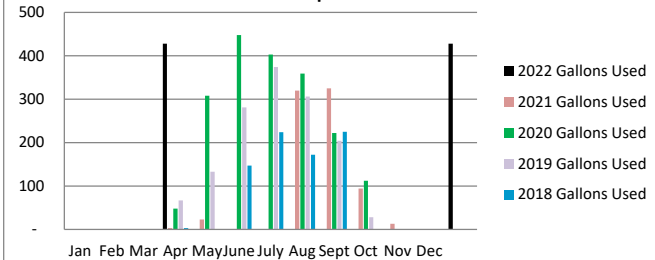
**25591 E CALHOUN
Tap #3**



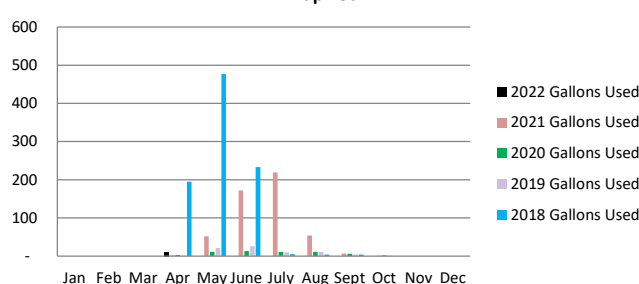
**6555 S WHEATLANDS PKY
Tap #4**



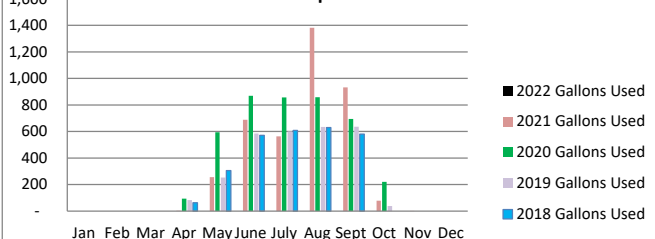
**6425 S WHEATLANDS PKY
Tap #7**



**6163 S WHEATLANDS PKY
Tap #9a**

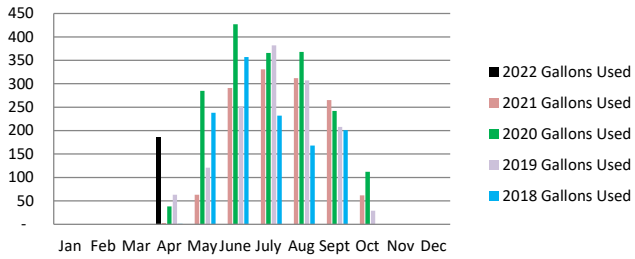


**6161 S WHEATLANDS PKY
Tap #9b**

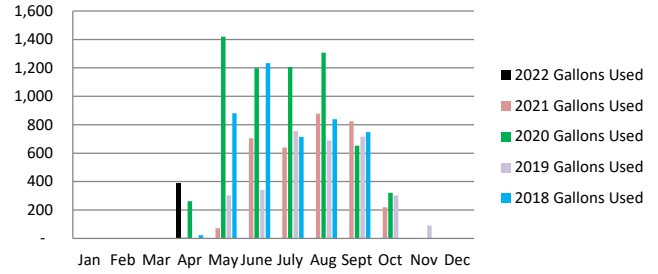


Wheatlands Metropolitan District Total Monthly Usage

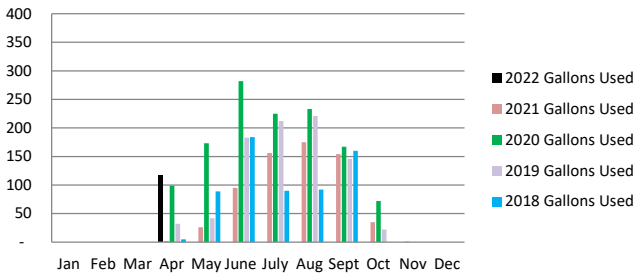
**6160 S WHEATLANDS PKY
Tap #8**



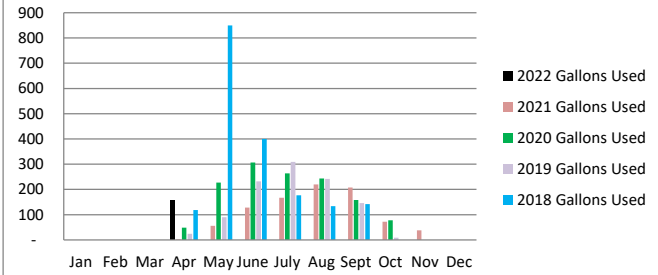
**6151 S WHEATLANDS PKY
Tap #10**



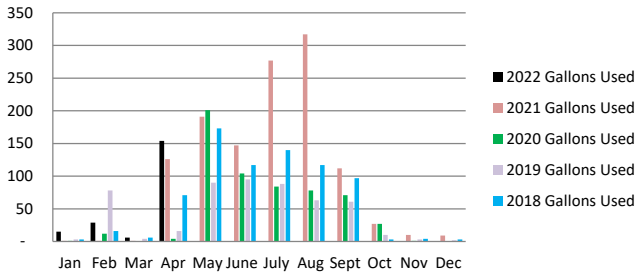
**5908 S POWHATON RD
Tap #12**



**5958 S POWHATON RD
Tap #11**



**6601 S WHEATLANDS PKY
Tap #4 (Clubhouse)**



6171 S WHEATLANDS PKY



2022 June Agenda

District Business

- Authority Update
 - Membership numbers and Program sign ups (8 for Sip and Paint and 29 for KNO in May)
 - Marketing Update – newsletter/flyer to surrounding communities
 - Architect design for phase 2
 - Aurora YMCA Marketing signs
 - Urban Soccer Field Update
- Clubhouse Rental Contract (violations)
- Awning installation complete
- Pool deck preparation completed
- Snow removal Map update
- Kitchen and bathroom project (wait until late summer)

Event Recap

- Food Truck May 18th – Magician (Erin Mehojah sponsoring)

Upcoming Events

- Saturday, June 11th 12-2pm “Welcome Back to Summer” (Pizza, Ice-cream, Face-painter and Balloon Twister) - (Erin Mehojah and Melissa Engel sponsoring)
- June 17-18th Neighborhood Garage Sale
- June 25th Dumpster and Shred Day (Jen Cronk and Melissa Engel sponsoring)
- Food Truck/Concert Night June 22nd – Magician and Madonna/Prince tribute band (Jen Cronk sponsoring band)
- July 4th Celebration 11-2pm (Bike Parade/Firetruck (Jen Cronk sponsoring) at 10:30 am, 2 Face-painters, a balloon twister, barrel train, Kegs, Margarita Machine, bartenders, large slide bounce house-confirmed)
- Food Truck July 20th – Animal Safari (Erin Mehojah and Melissa Engel sponsoring)
- Food Truck Aug 10th – Magician/Balloon Twister (same person)- (Erin Mehojah and Melissa Engel sponsoring)
- September 17th-Oktoberfest Beer tasting and food pairing
- October 15th – Halloween Decorating Contest? And Pumpkin Patch
- November 12th – Murder Mystery Night
- December – Holiday Decorating Contest
- December 11th 4-6pm Stories with Santa, Horse Drawn Carriage Rides, Hot Chocolate and Cookies (Jen Cronk sponsoring)

From: [Isabell Rodau](#)
To: [Rose A. Vallesio](#)
Cc: [Clint C. Waldron](#); [Erin K. Stutz](#)
Subject: FW: YMCA
Date: Friday, May 27, 2022 6:05:09 AM
Attachments: [image001.png](#)
[Active Membership Count AUR - 05.03KC-2022-05-26-20-06-14.xlsx](#)

Can you please add this email and the attachment to the agenda also?

Thank you

Isabell H Rodau

HOA Senior Manager

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YMCA of Metropolitan Denver

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From: Kimberly Armitage <KArmitage@denverymca.org>
Sent: Thursday, May 26, 2022 8:16 PM
To: Brian Curd <bcurd@icloud.com>; Larry Pisciotta <larry@racapitalinc.com>; ROBERT BARROWS <barrbj@msn.com>; Craig Wagner <craig@craigwagnerlawfirm.com>; jlcaswell@lightblast.net; Moore_Brittany@wagnerequipment.com; Cody Eldridge <Eldridge_Cody@wagnerequipment.com>
Cc: Rick Gonzales <Rick@mwcpaa.com>; Isabell Rodau <IRodau@denverymca.org>; Kathy Barela <kathy.barela@gmail.com>
Subject: YMCA

Hi all-

Attached is the May Membership numbers – we are continuing to see a positive increase in membership numbers

We are also still talking to first western trust about combining the loans –

We are waiting for the projections from CTI bank, from the assessment they did after the letter sent on the debt cover ratio.

Have a great holiday weekend!

Kimberly Armitage

Sr. Vice President of Strategic Growth and Membership

YMCA of Metropolitan Denver

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The Denver Y's Vision: Strong communities dedicated to the health and well-being of all.



Active Membership Count: AUR - 05.03KC

As of 2022-05-26 20:06:14 Mountain Standard Time/MST • Generated by Kimberly Armitage • Sorted by Unique Membership (Descending)

Filtered By

Show: All memberships

Membership Status equals Active

Membership Type does not contain GDL,Silver,Renew,Pass,YSO,Day,Wheat,Black,Swim,Personal,Studio,BC,FV,CV,Pilates,Nutrition

Record Type equals Standard Membership

MT: Location contains Aurora YMCA (AUR)

Transaction Line Item: Item Type equals Membership,Membership Group

Transaction Line Item: Event Type equals Purchase

MT: Location ↑	Membership Type ↑	Record Count
Aurora YMCA (AUR)	Adult Pre-pay Annual (AUR)	14
	Y-Premium Individual (AUR)	49
	Y-Starter Annual (AUR)	2
	Y-Starter (AUR)	234
	Y-Premium Household (AUR)	1
	Y-Premium Couple (AUR)	4
	Household Standard (AUR)	311
	Couple Standard (AUR)	71
	Individual Standard (AUR)	252
	Virtual (AUR)	4
	Individual Basic (AUR)	101
Total		1043

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